

Exhibit 2

LOCALFriday, March 24, 2006

Firm allegedly destroyed Latte stones

By Ferdie de la Torre

Reporter

A Rota landowner filed yesterday a \$32.8 million lawsuit against a construction company for allegedly destroying and desecrating original Latte stones and other historical artifacts found on the leased property.

Joaquin Q. Atalig sued OKP (CNMI) Corp. and 10 unnamed co-defendants for breach of contract, conversion, negligence, unjust enrichment, nuisance, and indemnification.

Atalig, through counsel Ramon K. Quichocho, asked the Superior Court to order OKP Corp. to pay \$13.3 million in punitive damages and \$19.5 million in property and economic damages.

Quichocho alleged that the defendant's action amounts to cultural and historical "terrorism" against the "Chamorro people, pure and simple."

Quichocho said that ancient Chamorros painstakingly carved and created the Latte stones more than 3,000 years ago. He said these stones represent the Chamorro culture, tradition and beliefs.

In December 2005, the lawyer said, several original Latte stones were on what is now the real property of Atalig in Ginalangan, Rota. In January 2006, though, when OKP leased the improvements on Atalig's land, he said the defendant "wiped away a lot of the history, culture and economic advantage" of the property.

This happened, Quichocho said, when OKP used heavy equipment to clear the land containing Latte stone clusters, Japanese structures, and other artifacts without the required permits from the Historic Preservation Office, the Division of Environmental Quality, and other regulatory agencies, and without the written consent of Atalig.

"The destruction, desecration and obliteration of the cultural and historical artifacts and other things of value took less than three months into the lease term," he said.

Quichocho said that, for many decades, the Latte stone clusters and certain Japanese structures, including a Japanese water tank and washing basin, sat serenely on Atalig's land.

OKP was awarded an \$8.6 million contract by the Commonwealth Ports Authority to improve the Rota Airway runway. As part of that operation, OKP leased Atalig's property in November 2005.

Due to the magnitude of OKP's project, the company knew that governmental permits are required before any land clearing activities are conducted, Quichocho said.

The lawyer said that on Nov. 2, 2005, Atalig and OKP executed a lease agreement for the 49,998 square meters of land. The lease was for 13 months commencing in December 2005 and ending on Dec. 31, 2006 at a monthly rate of \$3,000.

In January 2006, Quichocho said that, despite being warned not to clear the areas where the cultural and historical artifacts lay, OKP used heavy equipment to clear the land in order to erect other structures.

OKP allegedly bulldozed valuable trees, he said, adding that on Jan. 17, 2006, his client sent a notice of default and violations to defendant.

OKP, however, argued that it did not violate any of the terms of the agreement, Quichocho said.

Back to top  